

AGREEMENT

THIS AGREEMENT is made as of this 16th day of June, 1995, by and between AIDAN MONTESSORI SCHOOL, ("AIDAN"), owner of Lots 76-81 in Square 2109 (the "Subject Property"), ADVISORY NEIGHBORHOOD COMMISSION 3-C ("ANC 3-C") and WOODLEY PARK COMMUNITY ASSOCIATION ("WOODLEY PARK"), which Agreement shall run with the land, as provided by law, and shall be binding on all parties and persons claiming under it, and for the benefit and limitations upon all future owners of the Subject Property as described below and shall be for the benefit of ANC 3-C, including the individual commissioners, and their successors, and members of WOODLEY PARK acting on behalf of or to vindicate the rights of the ANC and Woodley Park.

RECITALS

WHEREAS, AIDAN is the fee simple owner of the Subject Property and improvements thereon in the District of Columbia known as Lots 76-81 in Square 2109, recorded in Book 43, Page 180, in the Office of the Surveyor of the District of Columbia, premise address 2700 27th Street, N.W.; and

WHEREAS, the Subject Property is located within the boundaries of ANC 3-C, such ANCs being organized pursuant to the Advisory Neighborhood Commission Law, D.C. Code § 1-251, et seq., and within the boundaries of WOODLEY PARK; and

WHEREAS, in BZA Order No. 7184, the Board of Zoning Adjustment ("BZA") approved the construction of a school on the Subject Property, with the condition that the number of students be limited to a maximum of 240; and

WHEREAS, the Archdiocese of Washington was issued a certificate of occupancy to use the Subject Property as a school (and convent); and

WHEREAS, by letter dated December 20, 1994, the Acting Zoning Administrator confirmed that AIDAN could use the Subject Property as a school consistent with BZA Order No. 7184; and

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WHEREAS, AIDAN is seeking a certificate of occupancy to use the subject property as a school; and

WHEREAS, ANC 3-C and WOODLEY PARK support AIDAN's desire to locate a school at the Subject Property, with certain limitations on the number of students and certain other limitations; and

WHEREAS, in consideration of the concerns of ANC 3-C and WOODLEY PARK, AIDAN is willing to limit the number of students at the proposed school and to take other measures to minimize any potential adverse impacts upon the neighborhood; and

WHEREAS, ANC 3-C and WOODLEY PARK support AIDAN'S use of the Subject Property as a school and will take all such actions as necessary to support AIDAN.

#### DECLARATIONS

NOW, THEREFORE, in consideration of the above recitals, and for purposes of resolving the concerns of ANC 3-C and WOODLEY PARK, AIDAN declares that the property shall be held, transferred, sold, conveyed and/or occupied subject to the following provisions and restrictions:

1. That the ANC and WOODLEY PARK agree to support and assist AIDAN in obtaining a certificate of occupancy as a school for toddler through 6th grade for the Subject Property.
2. That AIDAN shall limit the number of students attending the school on a daily basis to approximately 150 students for the 1995-1996 academic year.
3. That the total enrollment in the school shall be limited to 180 students.
4. That uses of the Subject Property shall be limited to AIDAN-sponsored school programs and related necessary functions.

5. That AIDAN agrees to appoint a community liaison to serve as the designated contact with the ANC and WOODLEY PARK.

6. That AIDAN agrees to ANC 3-C's request to apply to

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the BZA to modify the existing BZA approval to limit the maximum enrollment of the school to 180 students. AIDAN is to apply to the BZA within thirty-six (36) months of obtaining the certificate of occupancy to use the Subject Property as a school.

7. That ANC and WOODLEY PARK agree to support AIDAN'S request to modify the BZA Order.

8. That, if the BZA approves the modification to limit the maximum enrollment to 180 students, AIDAN agrees to apply for a certificate of occupancy consistent with the BZA modification.

9. That in the event that the BZA determines not to approve the modification to limit the number of students enrolled to 180, the conditions of this Agreement shall remain valid.

10. That the individual ANC commissioners and their successors, on behalf of or to vindicate the rights of the ANCs, and members of WOODLEY PARK, may enforce this Agreement in a court of law.

11. The covenants and restrictions contained herein shall be construed as real covenants and shall run with the land and shall bind the parties hereto, their successors, heirs, executors, administrators and assigns.

[Signature Pages to Follow]

IN WITNESS WHEREOF, AIDAN MONTESSORI SCHOOL, a  
District of Columbia corporation, has caused this Agreement to be  
signed by Victoria Otten, its President, Bd. of Dir., and  
acknowledges and delivers these presents as its act and deed.

AIDAN MONTESSORI SCHOOL

WITNESS:

By: Victoria Otten  
Print name: Victoria Otten  
Title: President Board of Directors

DISTRICT OF COLUMBIA, ss:

I, John W. Trimble, a Notary Public in and for the  
District of Columbia, do hereby certify that  
Victoria Otten, Pres. Board of Directors of the  
AIDAN MONTESSORI SCHOOL, a party to the foregoing Agreement  
bearing the date of the 16th day of June, 1995, personally  
appeared before me in said District and being personally well  
known to me as the Board of Directors President of AIDAN MONTESSORI  
SCHOOL, acknowledged said Agreement to be the act and deed of  
said AIDAN MONTESSORI SCHOOL and delivered the same as such.

GIVEN under my hand and seal this 18th day of  
July, 1995.

  
Notary Public, D.C.

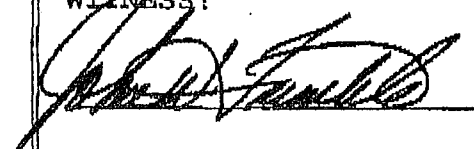
MY COMMISSION EXPIRES JANUARY 31, 1999

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, on the day and year first hereinabove written, Advisory Neighborhood Commission 3-C, has caused its name to be subscribed by Jeremy C. Bates, its Chairman, and acknowledges and delivers these presents as its act and deed.

ADVISORY NEIGHBORHOOD COMMISSION 3-C

WITNESS:



By:

Jeremy C. Bates

Print name: Jeremy C. Bates

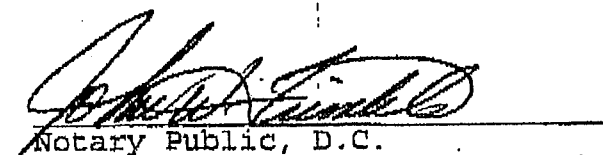
Title: Chairman

DISTRICT OF COLUMBIA, ss:

I, John W. Trimble, a Notary Public in and for the District of Columbia, do hereby certify that JEREMY C. BATES, Chairman, of Advisory Neighborhood Commission 3-C, which is named as a party to the foregoing and attached Agreement, bearing date of the 16th day of June, 1995, personally appeared before me and the said JEREMY C. BATES being personally well known to me as the Chairman of Advisory Neighborhood Commission 3-C and acknowledged said Agreement to be the act and deed of said ANC 3-C and delivered the same as such.

GIVEN under my hand and seal this 5th day of

July, 1995.



Notary Public, D.C.

My commission expires: 31 JANUARY 1999

IN WITNESS WHEREOF, on the day and year first hereinabove written, WOODLEY PARK COMMUNITY ASSOCIATION, has caused its name to be subscribed by Roxane D.V. Sismanidis, its President, and acknowledges and delivers these presents as its act and deed.

WOODLEY PARK COMMUNITY ASSOCIATION

WITNESS:

By: Roxane D.V. Sismanidis  
Print name: ROXANE D.V. SISMANIDIS  
Title: PRESIDENT

DISTRICT OF COLUMBIA, ss:

I, Mina Farzin, a Notary Public in and for the District of Columbia, do hereby certify that Roxane D.V. Sismanidis of WOODLEY PARK COMMUNITY ASSOCIATION, which is named as a party to the foregoing and attached Agreement, bearing date of the 16th day of June, 1995, personally appeared before me and the said Roxane D.V. Sismanidis being personally well known to me as the President of WOODLEY PARK COMMUNITY ASSOCIATION and acknowledged said Agreement be the act and deed of said WOODLEY PARK COMMUNITY ASSOCIATION and delivered the same as such.

GIVEN under my hand and seal this 20th day of

June, 1995.

Mina Farzin  
Notary Public, D.C.

M. FARZIN

My commission expires: NOTARY PUBLIC DISTRICT OF COLUMBIA

My Commission Expires October 14, 1998